

4340
1 BILL NO. S-78-12- 08

2 SPECIAL ORDINANCE NO. S- 04-79

3 AN ORDINANCE approving a contract for
4 Street Improvement Resolution No. 5820-78
5 between the City of Fort Wayne, Indiana
6 and Wayne Asphalt & Construction Co., Inc.
7 for resurfacing Broadway Avenue.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. That a certain contract, dated November 22, 1978,
11 between the City of Fort Wayne, Indiana, by and through its Mayor and the
12 Board of Public Works, and Wayne Asphalt & Construction Co., Inc., for:

13 resurfacing Broadway Avenue from the north property line
14 of Berry Street to the south property line of Creighton
15 Avenue,

16 under Board of Public Works Street Improvement Resolution No. 5820-1978,
17 at a total cost of \$221,729.50, all as more particularly set forth in
18 said contract which is on file in the office of the Board of Public Works
19 and is by reference incorporated herein and made a part hereof, be and the
20 same is in all things hereby ratified, confirmed and approved.

21 SECTION 2. That this Ordinance shall be effective upon passage
22 and approval by the Mayor.

23
24
25 
26 Councilman

27
28
29
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31
32
APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Hunga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-12-78

Charles W. Winters
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by D Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-9-79

Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 204-79 on the 9th day of January, 1979.
ATTEST: (SEAL)

Charles W. Winters
CITY CLERK

Winfield C. Wingo JR.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Winters
CITY CLERK

Approved and signed by me this 17th day of January, 1979, at the hour of 2:00 o'clock 8 M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-12-08

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5820-78
between the City of Fort Wayne, Indiana and Wayne Asphalt & Construction
Co., Inc. for resurfacing Broadway Avenue

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

John Nuckols
Paul M. Burns
Winfield C. Moses, Jr.

Donald J. Schmidt

James S. Stier
CITY CLERK

1-9-79
DATE

CONTRACT

66-251-5
11-22-78

Informed
This Agreement, made and entered into this 22 day of November, 1978

by and between _____

----- WAYNE ASPHALT & CONSTRUCTION CO., INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5820-78: To improve by resurfacing BROADWAY from the north property line of Berry Street to the south property line of Creighton Ave.

by grading and paving the roadway to a width of ~~XXXXXXXXXX~~ feet with ~~XXXXXXXXXX~~

~~XXXXXXXXXX~~
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5820-78 and at the following prices per lineal foot:

At the following prices:

Pavement Removal	Three dollars and fifty cents per square yard	3.50
H.A.C. #9 Binder	Twenty-one dollars and fifty cents per ton	21.50
H.A.C. #11 Binder	Twenty-one dollars and seventy-five cents per ton	21.75
H.A.C. A-2 Surface	Twenty-two dollars and fifty cents per ton	22.50
Water Valves Adjust & Set to Grade	Fifty Dollars and no cents each	50.00
Joint & Crack Sealer	Four Hundred Fifty Dollars and no cents per ton	450.00
Catch Basins Adjust & Set to Grade	One Hundred Fifty Dollars and no cents each	150.00
Manholes Adjust & Set to Grade	One Hundred Fifty Dollars and no cents each	150.00
New Standard C.B.'s (Complete)	One Thousand Dollars and no cents each	15,000.00
New Standard M.H.'s (Complete)	One Thousand Dollars and no cents each	5,000.00
Marshall Verification Tests	One Hundred Fifteen Dollars and no cents each	115.00
TOTAL	Two hundred twenty-one Thousand, seven hundred twenty-nine dollars and fifty cents	221,729.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69, of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

BROADWAY - From the north property line of Berry Street
to the south property line of Creighton Avenue.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this _____ day of _____, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LeMar, Member

Max G. Scott, Member

ATTEST:

Ursula Miller, Clerk

GUARANTY BOND

Know All Men by These Presents, That we -----

-----WAYNE ASPHALT & CONSTRUCTION CO., INC.-----Contractors

as principal, and -----

UNITED STATES FIDELITY & GUARANTY COMPANY -----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

TWO HUNDRED TWENTY ONE THOUSAND, SEVEN HUNDRED TWENTY-NINE DOLLARS AND FIFTY

CENTS ----- (\$ 221,729.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----WAYNE ASPHALT & CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

~~xxx~~ Improvement Resolution No. 5820-78 ~~Street~~ To improve by resurfacing

BROADWAY - From the north property line of Berry Street to the south property

line of Creighton Avenue

----- according to certain plans and specifications, and

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said -----WAYNE ASPHALT & CON-

STRUCTION CO., INC. ----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 26th day of October

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY: *C. J. Shrock* (SEAL)

United States Fidelity & Guaranty (SEAL)

ITS: *Lane J. Ross* (SEAL)

Attorney-in-fact

Approved this ----- day of -----

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----
-----WAYNE ASPHALT & CONSTRUCTION CO., INC.-----

as principal, and -----UNITED STATES FIDELITY AND GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED
TWENTY ONE THOUSAND, SEVEN HUNDRED TWENTY-NINE DOLLARS AND FIFTY CENTS -----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

----- (\$21,729.50)
The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 26th day of October

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY: C. K. Stewart (SEAL)

ITS: United States Fidelity & Guaranty (SEAL)

BY: Lane J. Ross (SEAL)
Attorney-in-fact

Approved this ----- day of -----

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

OCTOBER 19, 1978

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha
Vice-President.

(SEAL) (Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1978.

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sect.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

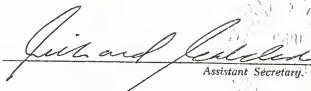
Lane I. Ross

of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) 10-26-78


Assistant Secretary



IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY

THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCT., NOV. AND DEC., 1978. in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S 12.60	55¢	1.25			3if
BOILERMAKER	S 13.25	1.17½	1.00		3¢	
BRICKLAYER	S 11.14	45	50		1	4if
CARPENTER (BUILDING)	S 10.57		6%		8	2if
(HIGHWAY)	S 10.23	63	60		5	2if
CEMENT MASON	S 9.70	75	80		1	
ELECTRICIAN	S 12.00	50	3%+30		6	
ELEVATOR CONSTRUCTOR	S 11.63½	82½	69	8%	6	
GLAZIER	S 10.79		25	40	4	25¢holic
IRON WORKER	S 11.80	90	1.30		2	2if
LABORER (BUILDING)	S-SS 7.70-8.70	70	50		9	
(HIGHWAY)	S-US-SS 7.60-8.45	70	50		9	
(SEWER)	S-US-SS 7.60-8.40	70	50		9	
LATHER	S 10.60		60		1	2if
MILLWRIGHT & PILEDRIVER	S 10.90		6%		8	2if
OPERATING ENGINEER (BUILDING)	S-SS 8.10-11.90	55	65		9	
(HIGHWAY)	S-SS-US 8.16-10.87	55	65		8	
(SEWER)	S-SS-US 8.16-10.87	55	65		5	
PAINTER	S 9.25-10.25	50	65		12	6misc.
PLASTERER	S 9.74	60	80		2	
PLUMBER & STEAMFITTER	S 12.10	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S 8.75-10.80					
ROOFER	S 10.90		10			
SHEETMETAL WORKER	S 11.98	50	60		10	14if
TEAMSTER (BUILDING)	S-SS 9.18-10.13	26.00pw	31.00pw			
(HIGHWAY)	S-SS-US 8.75-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file

DATED THIS 28 DAY OF Sept, 1978

Wayne T. Kehler
 REPRESENTING GOVERNOR, STATE OF IND.

Thomas P. Williams
 REPRESENTING THE AWARING AGENCY

Fred M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4340

TITLE OF ORDINANCE SPECIAL ORDINANCE - STREET IMPROVEMENT RESOL. NO. 5820-78 - BROADWAY
WAYNE ASPHALT

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5820-78, BROADWAY FROM
THE NORTH PROPERTY LINE OF BERRY STREET TO THE SOUTH PROPERTY LINE OF CREIGHTON AVENUE, WAYNE
ASPHALT & CONSTRUCTION CO., INC., CONTRACTOR FOR THE PROJECT, WHICH INVOLVES RESURFACING OF
SAID STREET, IN THE AMOUNT OF \$221,729.50.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE RESURFACING OF ABOVE-DESCRIBED STREET

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH RESURFACING AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$221,729.50 FROM '78 MVH & MVH SPECIAL

DISTRIBUTION

ASSIGNED TO COMMITTEE